

# AGREEMENT

between

Florham Park Board of Education

and

Florham Park Administrators' Association

July 1, 2010 - June 30, 2013

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THIS AGREEMENT is entered into September 20, 2010, by and between the FLORHAM PARK BOARD OF EDUCATION, hereinafter referred to as the "Board" and the FLORHAM PARK ADMINISTRATOR'S ASSOCIATION, hereinafter referred to as the "Association".

## **ARTICLE I**

### **"Recognition"**

The Board recognizes the Association as the official and exclusive bargaining agent for Principals, Director of Special Services and Supervisor of Technology and Student Activities for collective negotiations concerning salaries, benefits and conditions of employment.

## **ARTICLE II**

### **"Negotiation Procedures"**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on terms and conditions of employment of the members of the Association. Negotiation process will begin March 1 of the ending contract year, if possible.
- B. Neither party in any negotiations shall have any control over the selection of a negotiating representative of the other party. Representatives shall be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations within the pre-determined limits prescribed by the respective parties. Any agreement so reached shall be reduced to writing, signed by the representatives of the Board and the Association, approved and signed by the Association and, if approved by the Board, signed by the Board.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

## **ARTICLE III**

### **"Grievance Procedures"**

#### **A. Definitions:**

A "grievance" shall mean a complaint by an Administrator that there has been as to him a violation, misinterpretation, or misapplication of this Agreement, or of any administrative decision that affects terms and conditions of employment, except that the term "grievance" shall not apply to the following:

1. Any matter for which a method of review is prescribed by law or any rule or regulation of the Commissioner of Education;
2. Any matter for which the Board and/or the Administration are without authority to act;
3. Any complaint by a non-tenured Administrator represented by the Association which arises by reason of his being not employed, re-employed, retained or continued in that position.

As used in this definition, the term "Administrator" shall also mean a group of Administrators having the same grievance.

**B. Conditions:**

1. Any individual employee represented by the Association shall have the right to present his own appeal or to designate a representative of the Association or other persons of his own choosing to appear with him at any step in the grievance procedure. Whenever he chooses to have other persons appear with him, the Association will have the option of being present to state its views.
2. It is understood that an employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the employee of the decision rendered at that step. However, the parties may extend the time limits by mutual agreement, in writing.

**C. Procedures:**

**Level 1...**An employee with a grievance shall first discuss it with the Superintendent of Schools within fifteen (15) school days of the occurrence of a grievable issue with the objective of resolving the matter informally. Failure to bring the grievance within the time frame above shall be deemed a waiver of said grievance.

**Level 2...**If the matter is not resolved to the satisfaction of the employee at Level 1, he/she shall, within five (5) school days of the discussion, file the complaint in writing, including the grounds upon which it is based, with the Superintendent of Schools for reconsideration. The Superintendent shall respond in writing within five (5) school days from the receipt of the written complaint.

**Level 3...**If the grievance is not resolved to the satisfaction of the employee at Level 2, he/she may request a hearing by the Board of Education. The request for such a hearing shall be filed in writing with the Board Secretary, within five (5) school days from receipt of the Superintendent's written response at Level 2. The Board Secretary shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance and schedule a non-public hearing with the employee. Said hearing shall be scheduled to occur no later than thirty (30) calendar days from the receipt of the request by the Board Secretary. The Board shall render a decision in writing within ten (10) calendar days from the date the hearing is completed.

**Level 4...**If the grievance is not resolved to the satisfaction of the employee at Level 3 and the grievance involves solely a provision in this Agreement, the matter may be submitted to an arbitrator. The request for arbitration shall be filed with the Public Employment Relations Commission within ten (10) school days of the Board's decision at Level 3. The Board Secretary shall be notified in writing simultaneously with the filing of the request. The parties shall be bound by the rules of the Public Employment Relations Commission as to the processing of the grievance thereafter. The arbitrator shall limit himself to issues submitted to him and shall consider nothing else. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violating of the terms of this agreement, except as otherwise required by law. The arbitrator shall have no power or authority to set wage

ranges or to change wage rates. The recommendation of the arbitrator shall be advisory only. The Board of Education and the aggrieved, or his representatives shall be given copies of the arbitrator's report of findings and recommendations.

The cost of the arbitrator's services, including per diem expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### ARTICLE IV

##### "Professional Growth"

- A. Association members shall be eligible to receive, for the purpose of tuition reimbursement for post graduate (doctorate level) courses. Post graduate courses must be job related. Total reimbursement not to exceed the following amounts, per administrator, per school year:

SY 2011	\$1,800/per member	Total Budget Allocation	\$9,000.
SY 2012	\$1,800/per member	Total Budget Allocation	\$9,000.
SY 2013	\$1,800/per member	Total Budget Allocation	\$9,000.

Any unused funds per administrator shall be made available for additional reimbursements by the remaining administrators. Application for tuition and or fees reimbursement shall be approved by the Superintendent of Schools. In order to receive reimbursement the administrator must present a receipt for tuition and or fees costs. Any remaining budgetary funds shall not carry over to a subsequent budgetary year.

Any administrator receiving their doctoral degree shall receive a retroactive adjustment in the year earned to their base pay in the amount of \$1,700.00 with an additional \$1,700.00 for the subsequent year.

- B. The Board will fully cover the costs for attendance at workshops, seminars and conferences that it deems beneficial to an Administrator in accordance with Board Policy and the District, provided attendance is approved in advance by the Superintendent.
- C. The Board shall pay the membership dues of each Association Member to the **National Association of Elementary/Middle School Principals** and the **New Jersey Principals and Supervisors Association, Association of Supervision and Curriculum Development**, or other professional organizations, provided that the organization is approved by the Superintendent of Education.
- D. As provided by State Law, Department of Education Travel Regulations and Board Policy, the Board shall permit all Principals to attend the State Convention of the above organizations, costs to be reimbursed by the Board. The Board shall permit each principal each year to attend the National Convention of the above organizations, costs to be reimbursed by the Board. Reimbursable expenses shall not exceed \$5,000 per budgetary school year, with a maximum of \$1,400 per administrator. Any remaining budgetary funds shall not carry over to a subsequent budgetary year.

## ARTICLE V

### "Sick Leave"

- A. Association members shall be entitled to 12 accruable sick leave days per year of the employment contract in accordance with applicable statutes and regulations.
- B. During the contract years, all eligible employees who retire, irrespective of age, shall be paid for their accumulated sick leave at the rate of one for every day accumulated, at the per diem rate in effect the year of retirement to a maximum amount of \$25,000. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before April 30<sup>th</sup> for retirement by July 1.
- C. Notice of intention to claim the benefits provided in Paragraph B above must be made by the time and in the manner described therein. In the event an employee fails to give notice by April 30th for the reason that such employee has not at the time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the April 30th notice date, he/she will receive the benefit provided. The Board may, at its discretion, approve a mutually agreed-upon payment schedule in lieu of a lump sum payment.

## ARTICLE VI

### "Temporary Leaves of Absence"

#### A. Personal Leave Days with Pay:

An allowance of six (6) days in total for categories (1) through (6) below, upon written request to the Superintendent and with his approval, shall be granted for the following reasons:

- 1. Court Subpoena
- 2. Marriage of Employee
- 3. Personal Business which cannot be handled outside of school hours (maximum 3 days)
- 4. Employee attending graduation receiving a degree
- 5. Absence due to illness in the family when the presence or assistance of the employee is required (employee's immediate family defined as Father, Spouse, Child, Brother, Sister, Member of Immediate Household)
- 6. Any other emergency or urgent reason not included in (1) through (5) above, if approved by the Superintendent.

**B. Bereavement Leave with Pay:**

The bereavement leave days provided for herein are for the sole purpose of arranging for and attending funeral services and providing for a reasonable mourning period in connection therewith.

1. **Death in the Immediate Family...**No salary deduction shall be made for absence from school duties resulting from death of father, mother, spouse, child, brother, sister, or any member of the immediate household, providing that such absence is limited to a maximum of five (5) school calendar days. Any days taken after five (5) days from the time of death must be approved by the Superintendent and must be related to duties of Executor of the Estate. In calculating the allowable number of days under this paragraph, "school calendar" days shall include days which fall in school vacation periods or which are school holidays.
2. **Death of Other Relative...**An allowance of one (1) day's leave shall be granted.

**C. Miscellaneous Provisions:**

1. Application for temporary leave shall be made at least forty-eight (48) hours prior to the day requested. In emergency situations, such notice shall be given as soon as practicable within the forty-eight-(48) hour period.
2. Requests for additional days under this Article may be granted upon the discretion of the Superintendent.
3. Salary deductions for days absent over and above the time provided in this Article shall be on the basis of 1/200th of the yearly salary exclusive of insurance and pension of ten month employees and on the basis of 1/240th of the yearly salary exclusive of insurance and pension of twelve month employees for each day.
4. Personal days as defined in A, (c) if unused in any one school year shall be credited as cumulative sick days.
5. Paragraphs B.1 and B.2 of this Article shall be valid only if the employee notifies the appropriately designated person at least sixty (60) minutes prior to the normal time the employee is expected at school.

**ARTICLE VII  
"Insurance"**

- A. The Board shall provide health insurance coverage as contained in the New Jersey State Educators' Health Benefits Plan (the "SEHBP"). In accordance with State Law, association members shall be required to contribute 1.5% of their individual base pensionable salary toward the cost of health insurance coverage. The Board maintains the right to change its insurance coverage upon reasonable notice to the Association, provided that such coverage is equivalent to or better than that currently provided.

- B.** The Board shall provide dental insurance as contained in the Delta Dental Advantage Plus Plan (the "Plan"). The Plan shall be provided to eligible employees and dependents. All covered employees and dependents will pay a deductible for dental insurance as follows: \$50 for individual; \$100 for family (the first two (2) individuals of a family will each pay the \$50 individual deductible thereby satisfying the \$100 deductible). The dental deductible shall not apply to preventative or diagnostic dental treatment, which shall not have any deductible.
- C.** The Board shall provide a Prescription-Drug Plan to all eligible employees and dependents at no cost to the employees, with the following co-pays: \$20.00 for name brand; \$10.00 for generic; \$20.00/\$10.00 for name brand/generic mail order (the co-pay for mail order shall be for each 90-day supply). The Board will reimburse the Administrator up to, but not exceed \$800.00 per year for out of pocket co-pay upon submission of proof of said payments.
- D.** For Administrators employed by the Board as of April 30, 1993, the Board shall continue to provide and pay the full premiums for a Disability Insurance Plan effective January 1, 1987. For Administrators employed by the Board after April 30, 1993, the Board shall pay the full premiums for a disability insurance plan upon acquiring tenure in the School District.

## **ARTICLE VIII**

### **"Payroll Deductions"**

- A.** Payroll deductions for Administrators in the unit shall be made under applicable statutes and State regulations and applicable Board Policy.

## **ARTICLE IX**

### **"Vacations"**

- A.** All Administrators are employed under a twelve (12) month contract and shall be entitled to twenty-three (23) paid vacation days per year. These vacation days shall be credited at the beginning of the fiscal year (July 1<sup>st</sup>). In the event that the employee retires at the end of the school year, he/she shall be given a credit of all paid vacation days for the year following retirement.
- B.** Each employee shall receive three (3) additional vacation days per year. Said days shall not be credited toward retirement in accordance with Paragraph A above.
- C.** Not more than five (5) days may be taken while school is in session, but only with the prior approval of the Superintendent.
- D.** Each employee may carry-over five (5) unused vacation days to the following school year. In addition, any additional unused vacations days shall be transferred to the employee's sick bank.

## **ARTICLE X**

### **"Holidays"**

All Principals are employed under a twelve (12) month contract and shall be entitled to 11 paid holidays during the year, as determined by and set forth in the Administrative Guide.

## **ARTICLE XI**

### **"Salaries"**

The salaries of the principals and other association members shall be:

<u>NAME</u>	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
Mark Majeski	\$141,374.00	\$144,131.00	\$146,942.00
Sharon Maricle	\$134,522.00	\$137,145.00	\$139,820.00
Susan Tietjen	\$124,559.00	\$126,988.00	\$129,464.00
Steven Caponegro	\$114,583.00	\$116,818.00	\$119,096.00
Peter Christ	\$109,620.00	\$111,758.00	\$113,937.00

The administrator who serves as the Director of Curriculum shall receive an annual stipend, as specified below, to be included as part of their base and pensionable. SY2011 - \$12,000, SY2012 - \$12,000 and SY2013 - \$12,000.

In the event there is an opening in the district for an administrative position and it is determined that an existing administrator is appointed to the position the Association and the Board agree to open good faith negotiations to determine an appropriate stipend for that individual.

## **ARTICLE XII**

### **"Work Year"**

The work year of twelve month Principals shall be July 1 through June 30 unless specifically excused due to vacation or holidays. The Principals shall be entitled to one day off during each of the following recesses: Early Winter, Mid-Winter and Spring; the Principals shall have the option to forego a day off in one or two of these recess in order to take two or three days off in any one recess period.

## **ARTICLE XIII**

### **"Board Meetings"**

Each Administrator shall attend the monthly work session of the Board of Education. Each Administrator shall attend regular and/or special public Meetings when his/her presence is required for a prepared presentation to the Board or the public. In the event an Administrator is requested to attend a public meeting, she/he shall be given two (2) weeks advanced notice of the meeting and the topic(s) to be presented, except in cases of emergency, in which event reasonable notice shall be given.

## **ARTICLE XIV**

### **"Rights of the Board of Education"**

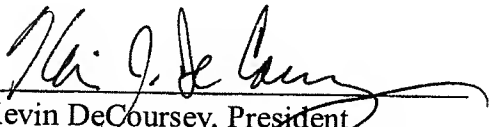
The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself, all rights and responsibilities of management of the school district and full jurisdiction and authority to make policy, rules, regulations, and practices in furtherance thereof.

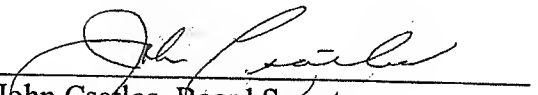
## ARTICLE XV


### "Duration of Agreement"

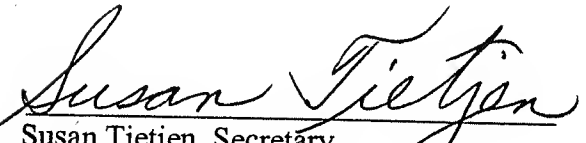
It is agreed that this Agreement shall be in effect from July 1, 2010 through June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

  
Kevin DeCoursey, President  
Florham Park Board of Education

  
John Csaflos, Board Secretary  
Florham Park Board of Education

  
Mark Majeski, President  
Florham Park Administrators' Association

  
Susan Tietjen, Secretary  
Florham Park Administrators' Association